

WRITER'S DIRECT DIAL
202 429 8133
CTaub@Steptoe.com

1330 Connecticut Avenue, NW
Washington, DC 20036-1795
202 429 3000 main
www.steptoel.com



May 23, 2016

Via Registered Mail, Return Receipt Requested

Greg Meinhart, General Manager
AAAACO Auto Parts (Operator)
10212 Richmond Hwy.
Lorton, VA 22079

Brandywine Auto Parts Inc. (Operator Parent)
14000 Crain Highway
Brandywine, MD 20613

AAAACO LLP (Parcel Owner)
14145 Brandywine Road
Brandywine, MD 20613

RE: Notice of Intent to Sue AAAACO Auto Parts, Brandywine Auto Parts, and AAAACO LLP for Clean Water Act and Resource Conservation and Recovery Act violations resulting from activities at or near 10212 Richmond Hwy, Lorton, VA 22079-2419, Fairfax County

To Whom It May Concern:

You are receiving this letter because you are the operators and/or owners of the parcel located at 10212 Richmond Hwy, Lorton, VA 22079-2419, which is home to AAACO Auto Parts.

This letter is written on behalf of Potomac Riverkeeper, Inc., d/b/a Potomac Riverkeeper Network ("Plaintiffs"). This letter constitutes Plaintiffs' NOTICE OF INTENT TO SUE AAAACO Auto Parts, Brandywine Auto Parts Inc., and AAAACO LLP (hereinafter "AAAA" or "AAAA entities" or "Responsible Parties") as the operators and owners of the above-referenced property, portions of which directly abut Giles Run Creek, for violations of the federal Clean Water Act ("CWA"), 33 U.S.C. § 1251 *et seq.*, and for violations of the federal Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.* Specifically, this letter gives notice of our intent to seek redress under the CWA and RCRA for the illegal disposal, storage, handling, treatment, and or placement of solid and hazardous waste on the above-referenced property and for the failure of Responsible Parties to conduct waste disposal and

of Virginia and the Environmental Protection Agency. Further, this letter gives notice of our intent to seek redress for the illegal discharge of pollutants from various point sources on your property without required permits.

1. Identification of the Parties and Counsel Giving Notice

Potomac Riverkeeper, Inc. is a non-profit environmental organization that protects and safeguards the ecological integrity of the Potomac River, its tributaries, and the surrounding watershed. On behalf of our members, we routinely monitor the region's waterways, including the Potomac and Occoquan Rivers and their tributaries, including Giles Run Creek, and, when necessary, file citizen suits under the Clean Water Act and the Resource Conservation and Recovery Act to prevent and remediate environmental contamination. Many of Potomac Riverkeeper's members and constituents live near the Potomac and Occoquan Rivers and recreate in the Rivers and surrounding watershed. In addition, many of Potomac Riverkeeper's members live and recreate in the area of Giles Run Creek downstream from AAAACo's property. Potomac Riverkeeper's address is as follows:

Jeff Kelble, President
Potomac Riverkeeper, Inc.
1615 M Street NW, 2nd Floor
Washington, DC 20036
(202) 429-2603

Potomac Riverkeeper, Inc. is represented in this matter by Cynthia L. Taub of Steptoe & Johnson LLP:

Cynthia L. Taub
Steptoe & Johnson LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-8133

Potomac Riverkeeper has standing to bring this action because their members depend upon water resources in the immediate vicinity of AAAA's property and enjoy recreation activities and wildlife in the area. *See Friends of the Earth v. Laidlaw Environmental Servs.*, 528 U.S. 167, 181 (2000) ("An association has standing to bring suit on behalf of its members when its members would otherwise have standing to sue in their own right, the interests at stake are germane to the organization's purpose, and neither the claim asserted nor the relief requested requires the participation of individual members in the lawsuit.")

2. Factual Summary

Upon information and belief, the Responsible Parties own the parcel of land located at 10212 Richmond Hwy, Lorton, VA 22079-2419, Fairfax County, and the business(es) operating thereupon. While AAAA's facilities and operations principally occur on the western half of the property, the eastern half of the property features a descending embankment leading to Giles Run Creek. This area is within the Giles Run Creek flood plain and is designated as a Resource Protection Area ("RPA") under Fairfax County's Chesapeake Bay Preservation Ordinance. RPAs are the corridors of environmentally sensitive land that lie alongside or near the shorelines of streams, rivers and other waterways which drain into the Potomac River and eventually into the Chesapeake Bay. In their natural condition, RPAs protect water quality, filter pollutants out of stormwater runoff, reduce the volume of stormwater runoff, prevent erosion and perform other important biological and ecological functions.

The floodplain area along Giles Run Creek is also subject to a 2009 conservation easement (copy of easement attached as Exhibit A). Under the easement, AAAACO LLP conveyed to Fairfax County a 12-foot right of way along Giles Run Creek "for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features" on the property. Easement at p. 2. The easement also imposes the following conditions:

1. No use shall be made of, nor shall any improvements be made within the conservation easement area without prior written authorization of the County.
2. All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate County agency or department.
3. In the event of any violation of this conservation easement, the Owner shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the conservation easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns upon demand.

Easement at p.2.

Downstream from the AAAA site, Giles Run flows into the Occoquan River which is a tributary of the Potomac River. The Potomac is one of the five largest rivers feeding into the Chesapeake Bay watershed. The Occoquan River connects with the Potomac at Belmont Bay, the location of two National Wildlife Refuges that provide valuable habitat to a diverse array of

wildlife, including bald eagles, osprey and river otters. The Occoquan is also regularly used by recreational boaters and fishermen.¹

Since as early as 2014, local citizens, the Virginia DEQ, and Riverkeeper personnel have identified multiple piles of discarded tires and automotive debris strewn about the embankment and flood plain on AAAA's property, along with auto parts (including engines, axles, transmissions, body panels, lead and/or acidic batteries, car seats, springs, cushions, fenders, hub caps, vehicle chassis, rusting vehicle frames, and an acetylene gas cylinder), scrap metal, plastics, and at least one abandoned and rusted vehicle (hereinafter "hazardous or solid waste"). The hazardous or solid wastes can be found along the entire length of the Giles Run Creek flood plain on AAAA's property, and within the waters of the Creek itself. On information and belief, the wastes, and contaminants therefrom, have migrated downstream within the Creek and watershed.

The Virginia DEQ noted similar findings in their warning letter to AAAA dated August 12, 2015. The letter contained the following observations:

On November 13, 2014, DEQ performed a site visit and identified multiple piles of tires laying about the embankment, along with other discarded material, including auto parts, scrap metal, plastics, and abandoned rusted vehicles. After working in conjunction with the Fairfax County Fire Marshal, the facility voluntarily removed and disposed of over 4,000 tires from the embankment and around the property.

On July 14, 2015, DEQ again visited the site in response to continued concern by local citizens. During the visit, several piles of waste including tires and auto parts along the embankment of Giles Run were observed to be remaining after the initial clean up. DEQ expressed the need for continued removal of the waste material from the embankment; however, no correspondence or records of continued clean up been provided to DEQ to date.

Local citizens and Riverkeeper staff and members have visited the area several times since July 2015 and have verified that significant amounts of waste and debris remain in the embankment and floodplain on AAAA's property, and within the waters of the Creek itself.

¹ Both the Occoquan Bay and Elizabeth Hartwell Mason Neck National Wildlife Refuges provide valuable wetland and woodland habitat for a range of species. See http://www.fws.gov/refuge/Occoquan_Bay/wildlife_and_habitat/index.html, and http://www.fws.gov/refuge/Mason_Neck/wildlife_and_habitat/index.html. Virginia's Department of Game and Inland Fisheries notes a variety of fish species in the Occoquan, see <http://www.dgif.virginia.gov/fishing/waterbodies/display.asp?id=166>

Documentation of these conditions is included in the photographs in Exhibit B.² Some of the waste and debris is buried or partially buried. The photographs contained Exhibit B do not reflect all of the hazardous solid waste at the site, but a mere sample of the type of debris found in the subject area.

The presence of hazardous automotive waste and debris in the floodplain is the direct result of AAAA's failure to properly dispose of, treat, maintain, and otherwise handle the hazardous and solid waste on its own property, from which it has been transported or migrated into the Giles Creek Run floodplain and the connected watershed. Waste from AAAA's illegal dump regularly migrates downstream past Richmond Highway and into the Federal Meadowood Recreation Area and beyond to the greater Potomac River Watershed. Friends of Meadowood volunteers adopted the segment of Giles Run from Richmond Highway to Massey Creek in 2006 under the Virginia Department of Conservation and Recreation "Adopt a Stream" Program and have performed regular litter collection projects. During each clean-up, Friends of Meadowood volunteers struggle to remove hundreds of waste tires and other trash and debris that have migrated downstream.

In sum, significant amounts of hazardous and solid wastes remain along the Giles Run Creek floodplain on AAAA's property, and within the waters of the Creek itself, which continue to contaminate the Creek and downstream watershed.

3. Violations of the Federal Clean Water Act

Pursuant to § 505(a) of the CWA, 33 U.S.C. § 1365(a), Plaintiffs intend to sue Responsible Parties for violating, and continuing to violate, effluent standards and limitations as defined under § 505 of the CWA, 33 U.S.C. § 1365(f) ((1) an unlawful act under subsection (a) of section 1311 [i.e., § 301(a)] of this title; (2) an effluent limitation or other limitation under section 1311 or 1312 of this title; (3) standard of performance under section 1316 of this title; (4) prohibition, effluent standard or pretreatment standards under section 1317 of this title; (5) certification under section 1341 of this title; (6) a permit or condition thereof issued under section 1342 of this title ...; or (7) a regulation under section 1345(d) of this title."), for discharging pollutants into waters of the United States without a permit. *See* CWA § 402; 33 U.S.C. § 1342. "Pollutant" under the CWA includes solid waste, chemical waste, wrecked or discarded equipment, and industrial waste. 33 U.S.C. § 1362(b). Stormwater runoff that enters a tributary stream is a discharge into the waters of the United States.

Plaintiffs' suit will allege that the AAAA property contains numerous point sources of pollution which continue to discharge contaminated storm water runoff and other pollutants into waters of the United States without authorization in violation of 33 U.S.C. §§ 1311(a) and

² As have numerous citizens groups in the area. More photographs of the hazardous or solid waste are available at the following websites: <http://www.connectionnewspapers.com/news/2015/aug/13/lorton-community-members-call-more-giles-run-clean/> ; <http://www.accotink.org/2014/GilesRun2014.htm>

1342(p)(2)(B). When storm water collects in piles of debris and eventually enters navigable waters, that debris is a “point source” within the meaning of the CWA. *See Parker v. Scrap Metal Processors, Inc.*, 384 F.3d 993 (11th Cir. 2004).

The United States Supreme Court has defined the phrase “waters of the United States” under the CWA to include, at its most basic, all waters “navigable in fact, or readily susceptible of being rendered so.” *Rapanos v. United States*, 547 U.S. 715, 723 (2006). This definition clearly includes Giles Creek. The Supreme Court further elaborated that the phrase also encompasses more waters than those simply navigable in fact. Specifically, it held that wetlands with “a continuous surface connection to bodies that are ‘waters of the United States’ in their own right are adjacent to such waters and therefore covered under the CWA. *Id.* at 742. Giles Run Creek is navigable in fact and connects to other navigable waters and is therefore a “water of the United States” under the CWA.

Pollution carried as runoff from the various point sources on Defendant’s property into the Creek is ongoing and continuous. Upon information and belief, AAAA does not possess valid CWA permits for the discharge of pollutants from the aforementioned point sources on its property.

4. Violations of the Federal Resource Conservation and Recovery Act

Pursuant to 42 U.S.C. §§ 6907(a), 6944(a) and 6945 of RCRA, EPA promulgated criteria for the lawful disposal and storage of solid waste. RCRA provides that citizens may commence a citizen suit against any person who violates any prohibition in effect under that statute. 42 U.S.C. § 6972(a)(1)(A),(B). Subsection (a)(1)(A) authorizes claims based on the Defendant’s ongoing failure to operate with required permits, while subsection (a)(1)(B) authorizes claims based on past or present violations of waste standards which may present an “imminent and substantial endangerment” to health or the environment.

Our RCRA claims under § 6972(a)(1)(A) will establish violations of provisions of Title 10.1, Chapter 14 of Virginia’s Waste Management Act relating to:

- Unlawful disposal of solid waste, § 10.1-1418.1 (“A. It shall be the duty of all persons to dispose of their solid waste in a legal manner.”) and its implementing regulation 9 VAC 20-81-40 (“B. No person shall allow waste to be disposed of or otherwise managed on his property except in accordance with this chapter. C. It shall be the duty of all persons to dispose of or otherwise manage their solid waste in a legal manner.”);
- the operation of an Open Dump, § 10.0-1408.1G,H (“G. No person shall dispose of solid waste in open dumps. H. No person shall own, operate or allow to be operated

- on his property an open dump.”) and its implementing regulation 9 VAC 20-81-54 (A)(1)³; and
- the operation of an illegal waste tire storage facility, § 10.0-1418.2 (“It shall be unlawful for any person to store, dispose of, speculatively accumulate or otherwise place more than 100 waste tires on public or private property, without first having obtained a permit . . .”) and its implementing regulation 9 VAC 20-81-640.

Contrary to these provisions of the Virginia Code, the activities on your property constitute an open dump and an illegal waste tire facility, therefore a citizen suit under 42 U.S.C. § 6972(a)(1)(A) is appropriate.

Our claims under § 6972(a)(1)(B) are based on the risk of imminent harm posed by AAAA’s activities to the health of those who recreate in Giles Run Creek, and to the environment of the entire Potomac watershed, and relies on the RCRA and EPA regulations defining “disposal” as “the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.” 42 U.S.C. § 6903(3); 40 C.F.R. § 257.2. “Hazardous waste” is defined as “solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may . . . pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.” 42 U.S.C. 6903 (5). “Solid waste” is defined as “any garbage . . . and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations . . .” 42 U.S.C. § 6903(27); 40 C.F.R. § 257.2.

Piles of tires, auto parts (including engines, axles, transmissions, body panels, lead and/or acidic batteries, car seats, springs, cushions, fenders, hub caps, vehicle chassis, vehicle frames, an acetylene gas cylinder), scrap metal, plastics, and at least one abandoned and rusted vehicle,⁴ all of which can presently be found on the embankment and floodplain of Giles Run Creek, constitute hazardous solid waste which has been placed and therefore disposed of and stored on

³ The criteria for determining what constitutes an open dump are set forth in 40 C.F.R. § 257. Waste disposal practices not in compliance with sanitary landfill criteria constitute the operation and maintenance of an open dump. 40 C.F.R. § 257.1. The open storage and disposal of solid waste onto AAAA’s land clearly meets this criteria. *See id.* § 257.2. The Virginia Administrative Code specifically adopts the criteria of 40 C.F.R. § 257.1 through 257.3 into its definition of an Open Dump. 9 VAC 20-81-45.

⁴ Waste from automobile salvage yards is commonly associated with mercury, heavy metals, freon, lead, motor oils, grease, Polychlorinated Biphenyls (PCBs), Chlorofluorocarbons (CFCs), asbestos found in brake pads, and other hazardous toxins. These toxins are linked to kidney disease, brain damage, damage to reproductive and nervous systems, cancer, and other diseases. *See generally Proper Automotive Waste Management Resource Manual*, California Integrated Waste Management Board at 80-109 (2003) (discussing health risks from discarded batteries, rusting metal, filters, brake parts, tires, and other auto components), available at <http://goo.gl/xFbWWJ>.

the land of AAAA. From AAAA's property the solid waste and runoff and leachate therefrom is entering the waters of Giles Run Creek via precipitation, erosion, gravity, and other factors.

These substances qualify as solid and/or hazardous wastes whose "disposal" is regulated under Virginia Law and RCRA. In order to be in compliance with 40 C.F.R. § 257, a solid waste disposal facility must meet certain criteria. First, EPA regulations provide that "[f]acilities or practices in floodplains shall not restrict the flow of the base flow, reduce the temporary water storage capacity of the floodplain, or result in washout of solid waste, so as to pose a hazard to human life, wildlife, or land or water resources." 40 C.F.R. § 257.3-1(a). AAAA's properties are located in a floodplain, regularly cause a reduction in the water storage capacity of the floodplain due to the debris located on the banks of the Creek, and its practices result in the washout of solid and or hazardous waste in a hazardous manner.

The Responsible Parties' disposal and storage of hazardous solid waste on its property presents an imminent and substantial endangerment to the health of individuals who use Giles Run Creek, and to the environmental condition of the Potomac Watershed. The illegally deposited waste is exposed to all elements of weather, including extremes of heat, sunlight and precipitation. Such exposure is causing the solid and hazardous waste on AAAA's property to deteriorate, rust, and otherwise break down, such that the solid and hazardous waste then migrates or is carried into Giles Run Creek. Further, the piles of waste tires and other debris on AAAA's property and within Giles Run Creek (where the debris has migrated) are a visual blight causing aesthetic damage to the Creek in a manner that presents an imminent and substantial endangerment to the environment. *See 307 Campostella LLC v. Mullane*, No. 2:15-cv-00224, 2015 WL 6673960 (W.D. Va. Oct. 15, 2015). The presence of waste tires in the floodplain poses an additional substantial and imminent risk to environmental safety because waste tires serve as a breeding ground for disease-carrying mosquitos and are a fire safety risk, ignition of which would generate toxic fumes and melted rubber materials likely to enter Giles Run Creek.

In sum, AAAA is violating state and federal prohibitions against open dumping and unlicensed waste disposal, as well as Virginia's ban on the storage of waste tires. These violations pose an ongoing substantial risk of harm to the health of those living in the Giles Run Creek and Potomac River watersheds, and to the environmental health of the Creek and Potomac watershed generally. These risks result directly from AAAA unlawful solid and or hazardous waste disposal, storage, handling, treatment, and or placement onto its property abutting Giles Creek, in violation of RCRA and EPA regulations.

5. Summary

The presence of waste automotive components, tires, and other debris on AAAACO's property constitute ongoing and substantive violations of Virginia law, the CWA, and RCRA.

RCRA requires a 60-day notice period for claims under 42 U.S.C. § 6972(a)(1)(A), and a 90-day waiting period for claims under 42 U.S.C. § 6972(a)(1)(B). Similarly, the CWA requires 60-day notice be provided for claims under its citizen suit provision. 33 U.S.C. § 1365(b). Plaintiffs intend to file its citizen suit at the close of 90 days. Plaintiffs intend to seek all available relief allowed under RCRA and the CWA from all defendants who are jointly and severally liable, including declaratory, injunctive, and civil penalty relief. Plaintiffs will also seek an award of attorney's fees and costs. This letter has provided you with sufficient information to understand the specific permits, standards, regulations, conditions, and requirements which have been violated, the activity alleged to constitute the violation, the time frame of the violations, and the contact information for the person providing this notice. *See* 40 C.F.R. § 254.3.

During the 90-day notice period, we will be willing to discuss effective remedies for the violations noted in this letter. We hope that our goal of restoring the health and safety of Giles Run Creek along your property's border can be resolved without litigation. If you wish to pursue a settlement, we suggest that you initiate those discussions within ten (10) days of receiving this notice so that a meeting can be arranged and negotiations may be completed before the end of the 90-day notice period. Please do not hesitate to contact the undersigned at 202-429-8133 if you wish to discuss these matters.

Sincerely,



Cynthia Taub

Exhibits

cc: Gina McCarthy, Administrator, USEPA
Shawn M. Garvin, Regional Administrator, USEPA Region 3
David K. Paylor, Director, Virginia DEQ

EXHIBIT A

Fairfax County Circuit Court CPAN Cover Sheet v2.0

Page 1 of 1

**Fairfax County Circuit Court
CPAN Cover Sheet v2.0**

Instrument:

~~2009-01-01~~

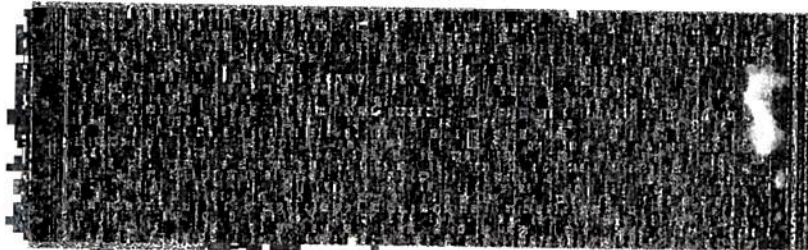
Grantor(s)

AAAACOLEL F N

Grantee(s)

WALTER M MEINHARDT, TR I F, HENRY A MEINHARDT JR, TR I F, BOARD OF SUPERVISORS OF FAIRFAX
COUNTY F N, FAIRFAX COUNTY WATER AUTHORITY F N

Consideration		Consideration %	100
Deed Number		Amount Not Taxed	
Deed Number	2611-PP-06-1	Deed Map Number	13-2-01-0067-131-01-0003
Original Date		Original Page	
File Country	FAGELSON SCHOMBROGEE P/V/E		This Case
Property Address	10212 RICHMOND HWY		
County	F N	Page Stamp	



Prepared by / Return to:

Fagelson, Schonberger, Payne and Deichmeister, P.C.
 11320 Random Hills Road, Suite 325
 Fairfax, Virginia 22030
 [Box 28]

Tax Map Numbers:

113-2-01-0067
 113-4-01-0001

THIS DEED OF EASEMENT, DEDICATION AND CONVEYANCE is made this ~~14th~~ ^{APRIL} day of ~~February~~, 2009, by and between AAAACO L.L.P., a Maryland Limited Liability Partnership ("Owner"), Grantor; WALTER M. MEINHARDT, TRUSTEE and HENRY A. MEINHARDT, JR., TRUSTEE ("Lot 1 Owners"). Grantees; the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic, its successors and assigns ("County"), Grantee; the FAIRFAX COUNTY WATER AUTHORITY, a body corporate and politic, its successors and assigns ("Authority"), Grantee.

WITNESSETH:

WHEREAS, the Owner is the owner of certain property by virtue of a deed recorded in Deed Book 11614, at Page 1390, among the land records of Fairfax County ("Property"), as further depicted on that plat dated May 29, 2008, entitled "RECORD PLAT SHOWING VARIOUS EASEMENTS AND A RIGHT OF WAY DEDICATION ON THE PROPERTY LOCATED AT #10212 RICHMOND HIGHWAY (DEED BOOK 11614, PAGE 1390) FAIRFAX COUNTY, VIRGINIA MOUNT VERNON DISTRICT," and prepared by Dominion Surveyors, Inc., attached hereto and incorporated herein ("Plat"); and

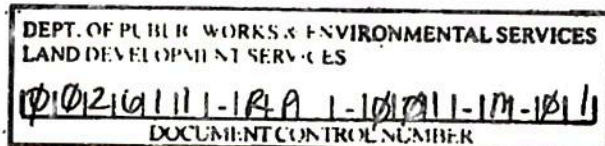
WHEREAS, the Lot 1 Owners are the owners of certain property by virtue of a deed recorded in Deed Book 7003, at Page 0560, among the land records of Fairfax County ("Lot 1") as further depicted on the Plat; and

WHEREAS, the Property is not subject to the lien of any deed of trust; and

WHEREAS, it is the desire of the Owner to dedicate public streets and to establish and convey certain easements, all in accordance with the Plat, and to convey certain portions of the Property and subject the Property to certain covenants and restrictions, as hereinafter provided;

STREET DEDICATION

THIS DEED WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby dedicate for public street purposes and convey to the County, in fee simple, that portion of the Property designated as "Additional 12' Right of Way Hereby Dedicated" on the Plat.



INTERPARCEL ACCESS

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby convey to the Lot 1 Owners for the benefit of said Lot 1, known of record as Tax Map 113-4((1)) 0001, an Interparcel Access Easement for purposes of ingress, egress, and interparcel access by the Lot 1 owners and tenants, their employees, licensees and invitees, over and across the Property of Owner, said easement to be effective upon the development of adjacent Lot 1 at such time as Lot 1 is developed separately from the Property of Owner, said Property and easement being more particularly bounded and described on the Plat attached hereto and incorporated herein.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does convey to the County the following easements:

Conservation. Conservation Easement(s) for the purpose of conserving and preserving undisturbed the natural vegetation, topography, habitat and other natural features now existing on and across the Property of Owner, said Property and easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. No use shall be made of, nor shall any improvements be made within, the conservation easement area without prior written authorization of the County.
2. All existing vegetation in the conservation easement area shall be preserved and protected and no clearing or grading shall be permitted, nor shall the easement area be denuded, defaced or otherwise disturbed without the prior written approval of the appropriate County agency or department.
3. In the event of any violation of this conservation easement, the Owner shall be solely responsible for the restoration of the conservation easement area to its condition as of the execution of this Deed. Further, the County and its agents shall have the right, but not the obligation, to enter upon the property and restore the conservation easement area to the extent the County may deem necessary. The cost of such restoration by the County shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

Ingress-Egress. Ingress-Egress Easement for the purpose of ingress and egress by County emergency, maintenance and police vehicles over and across the Property of Owner, said Property and Easement being more particularly bounded and described as "Interparcel 24' Access Easement for Parcel 113-4((1)) 1, should it be developed

separately from Parcel 67" on the Plat attached hereto and incorporated herein. The easement is subject to the following terms and conditions:

1. All streets, service drives, trails, sidewalks, and driveways and all appurtenant facilities installed in the easement(s) and right(s)-of-way shall be and remain the property of the Owner, its successor and assigns, who shall properly maintain the Property and said facilities.

2. The County and its agents shall have full and free use of the easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement(s) and right(s)-of-way including the right, but not the obligation to perform, if the Owner fails to do so, such repairs and maintenance as the County may deem necessary. The cost of such repairs and maintenance shall be reimbursed to the County by the Owner, its successors and assigns, upon demand.

3. This easement shall be effective upon the development of adjacent lot 1, at such time as lot 1 is developed separately from Property of Owner.

WATER AUTHORITY

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby grant and convey unto the Authority, its successors and assigns, an easement and right of way for the purpose of installing, constructing, operating, maintaining, adding to or altering and replacing one or more present or future water mains, including fire hydrants, valves, meters, building service connections and other appurtenant facilities, for the transmission and distribution of water through, upon and across the Property of the Owner, said property and easement being more particularly bounded and described on the plat attached hereto and made a part hereof, subject to the following conditions:

1. All water mains and appurtenant facilities which are installed in the easement and right of way shall be and remain the property of the Authority, its successors and assigns.

2. The Authority and its agents shall have full and free use of the said easement and right of way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the right of way and the right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance; and further, this right shall not be construed to allow the Authority to erect any building or structure of a permanent nature on such abutting land.

3. The Authority shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other facilities in or abutting the easement being conveyed, deemed

by it to interfere with proper and efficient construction, operation and maintenance of said water mains and appurtenant facilities; provided, however, that the Authority at its own expense shall restore, as nearly as possible, to their original condition all land or premises included within or abutting the said easement which are disturbed in any manner by the construction, operation and maintenance of said water mains and appurtenant facilities. Such restoration shall include the backfilling of trenches, repaving, the replacement of fences, the reseeding or resodding of lawns or pasture areas, the replacement of shrubbery and the replacement of structures and other facilities located without the easement, but shall not include the replacement of trees or the replacement of structures and other facilities located within the easement.

4. The Owner reserves the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the Authority for the purposes named; provided, however, that the Owner shall not erect any building or other structure, excepting a fence, or change existing ground elevation or impound any water on the easement without obtaining the prior written approval of the Authority.

5. At such time as any portion of the land within the above-described easement is accepted by the Commonwealth of Virginia or any appropriate agency thereof for maintenance into the state highway system, all easement rights acquired by the Authority by this instrument in such portion of land shall cease and terminate, provided that the Commonwealth of Virginia or any appropriate agency thereof concurrently grants to the Authority all necessary permits for the continued operation, maintenance, inspection, repair and replacement of its water mains and appurtenant facilities in said location.

6. The Owner covenants that it is seized of and has the right to convey the said easement, rights and privileges, that the Authority shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

COVENANTS REAL

The Owner declares that the agreements and covenants stated in this Deed are not covenants personal to the Owner, but are covenants real, running with the land.

FREE CONSENT AND DESIRE

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

MISCELLANEOUS

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which

shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

Witness the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

AAAACO L.L.P.

A Maryland Limited Liability Partnership

By: 

Walter M. Meinhardt, Jr., Partner

STATE OF Maryland
CITY/COUNTY OF Charles, to-wit:The foregoing instrument was acknowledged before me this 14 day of April, 2009, by Walter M. Meinhardt, Jr., Partner, of AAAACO LLP. (SEAL)
Notary PublicMy commission expires: 3-8-11
Notary Registration Number: _____By: 
Henry A. Meinhardt, III, PartnerSTATE OF Maryland
CITY/COUNTY OF Charles, to-wit:The foregoing instrument was acknowledged before me this 14 day of April, 2009, by Henry A. Meinhardt, III, Partner, of AAAACO LLP. (SEAL)
Notary PublicMy commission expires: 3-8-11
Notary Registration Number: _____

By: [Signature]
Gregory A. Meinhardt, Partner

STATE OF Maryland
CITY/COUNTY OF Charles, to-wit:

The foregoing instrument was acknowledged before me this 14 day of April, 2009, by Gregory A. Meinhardt, Partner, of AAAACO LLP.

[Signature] (SEAL)
Notary Public

My commission expires: 3-8-11
Notary Registration Number: _____

By: [Signature]
Stephen M. Meinhardt, Partner

STATE OF Maryland
CITY/COUNTY OF Charles, to-wit:

The foregoing instrument was acknowledged before me this 14 day of April, 2009, by Stephen M. Meinhardt, Partner, of AAAACO LLP.

[Signature] (SEAL)
Notary Public

My commission expires: 3-8-11
Notary Registration Number: _____

By: [Signature]
David C. Meinhardt, Partner

STATE OF Maryland
CITY/COUNTY OF Charles, to-wit:

The foregoing instrument was acknowledged before me this 14 day of April, 2009, by David C. Meinhardt, Partner, of AAAACO LLP.

[Signature] (SEAL)
Notary Public


My commission expires: 3-8-11
Notary Registration Number: _____

Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia,
by the authority granted by said Board.

APPROVED AS TO FORM:

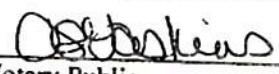
Director, Department of Public Works &
Environmental Services


Assistant County Attorney

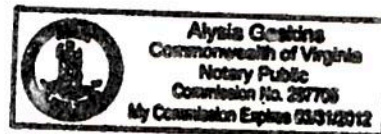
By: 
Chief, Plan & Document Control
Office of Land Development Services

Commonwealth of Virginia:
County of Fairfax, to wit:

The foregoing instrument was acknowledged before me this 29 day of
April, 2009, by Kenneth Williams, Chief,
Plan & Document Control, Office of Land Development Services, Department of Public
Works & Environmental Services.


Notary Public

My commission expires:
3-31-2012



1143.00\$

N 15° 12' 00" E

WALTER M. MEINHART, TR. &
HENRY A. MEINHART, JR., TR.

ESTIMATED AREA = 101,417 SF (3,202) ACRES

N 84°18'00" W - 344.51'

CHAMBERS CONTRACTING CO

#10212 RICHMOND HIGHWAY
 DEED BOOK 11614, PAGE 1390
 FAIRFAX COUNTY, VIRGINIA
 MOUNT VERNON DISTRICT
 SCALE: 1" = 40'
 MAY 29, 2003

DOMINION

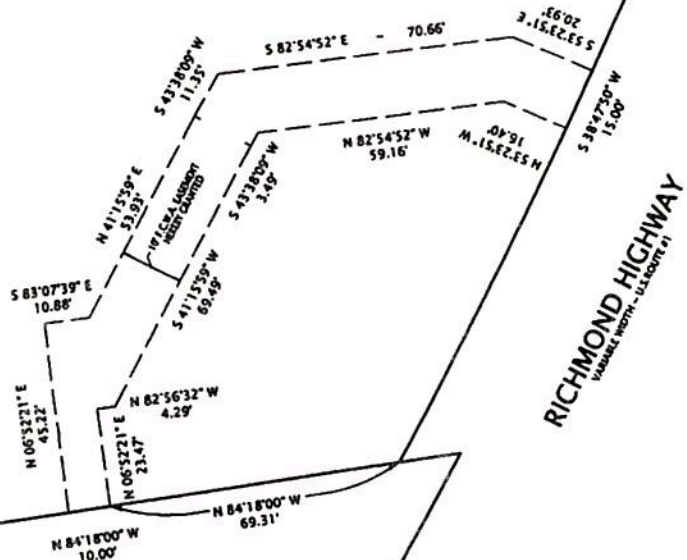
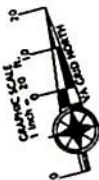
6203-N PEAR TREE VILLAGE COURT
ALEXANDRIA, VIRGINIA 22309
703-619-6333
FAX 703-799-6412

SHEET 2 OF 4

#151-04

040526007

COMMONWEALTH OF VIRGINIA
05/29/2008
GEORGE M. OGDON
LICENSE NO. 2004
NOTARY PUBLIC



10' F.C.W.A. EASEMENT DETAIL SCALE: 1" = 20'

FINAL PLAT
 RECORD NO. 111-100-01
 DATE 01/13/08
 BY [Signature]
 APPROVED FOR BOARD OF SUPERVISORS
 DATE 01/13/08
 BY [Signature]
 CHAIRMAN

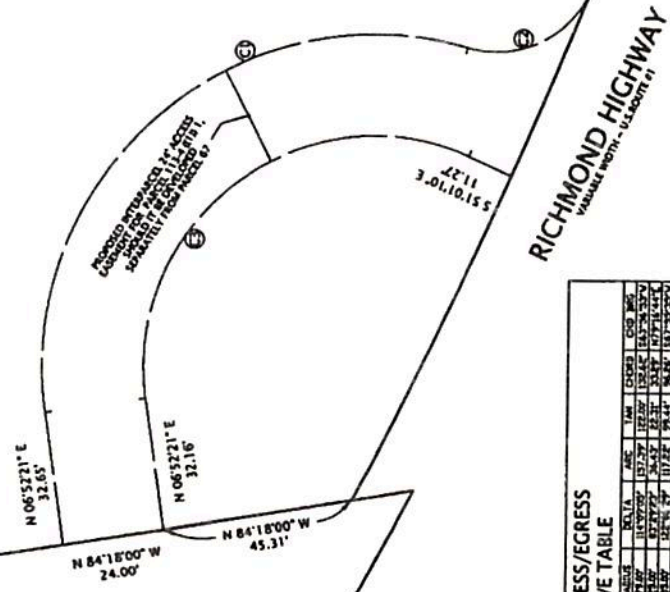
THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SAFETY PLANS

APPROVED
 COUNTY OF FAIRFAX
 LAND DEVELOPMENT SERVICES
 BUREAU OF ZONING
 BY [Signature]
 DATE 01/13/08

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES
UNDEVELOPMENT SERVICES
[Signature]



George M. O'Donnell
GEORGE M. O'DONNELL

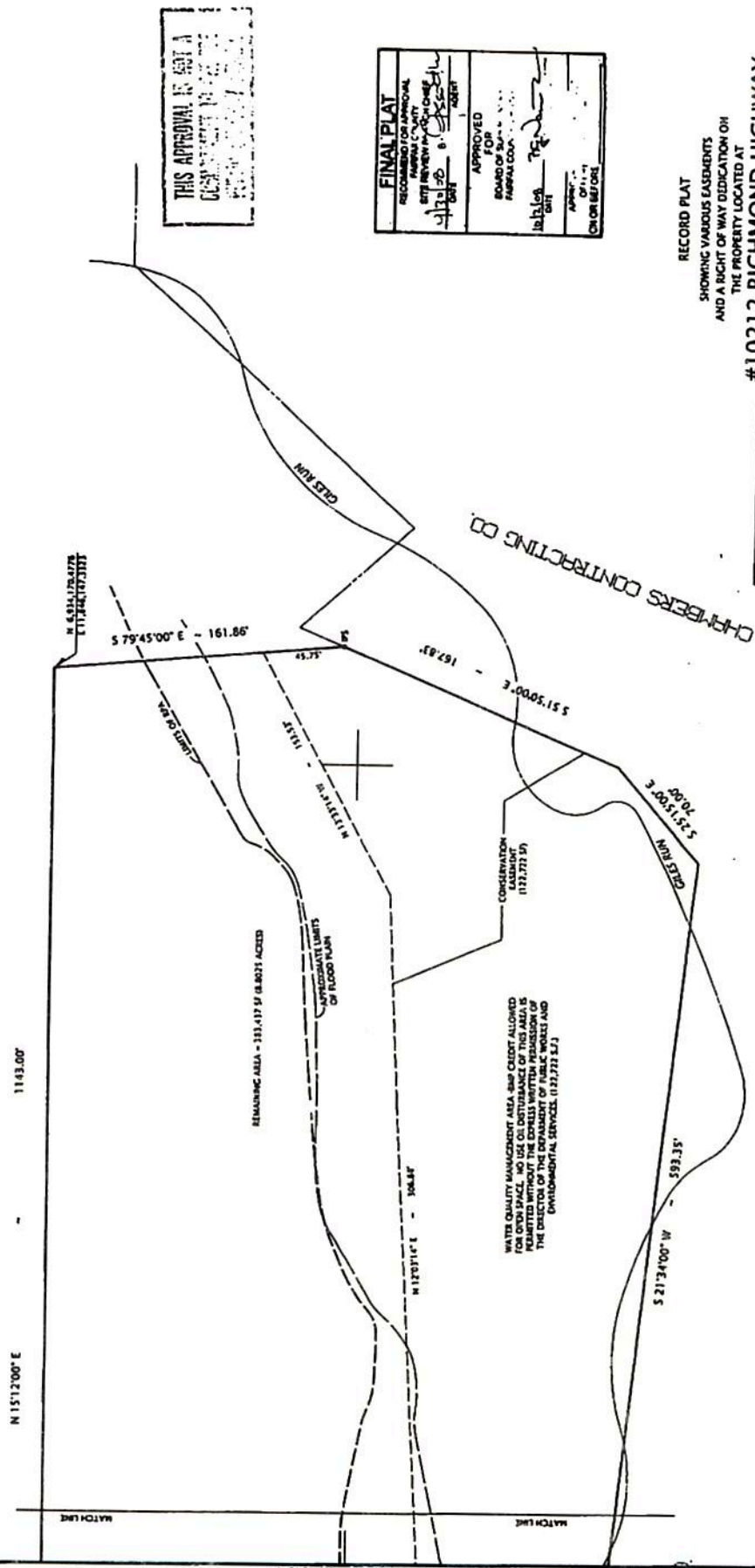
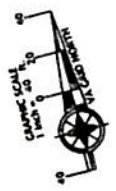


24' ACCESS EASEMENT DETAIL SCALE: 1" = 20'

INGRESS/EGRESS CURVE TABLE

STATION	BEARING	ANGLE	TIME	LENGTH	CURVE
1	N 06°32'21" E	32.65'	11.00'	11.00'	11.00'
2	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
3	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
4	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
5	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
6	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
7	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
8	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
9	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'
10	N 06°32'21" E	32.16'	11.00'	11.00'	11.00'

N/F CSX TRANSPORTATION, INC.
(AKA, RICHMOND, FREDERICKSBURG & POTOMAC RAILROAD)
(DEED BOOK 8359, PAGE 1091)
(TAX MAP #113-2-01-0078)



THIS APPROVAL IS NOT A
GUARANTEE OF THE
ACCURACY OF THE
SURVEY DATA

FINAL PLAT	
RECOMMENDED FOR APPROVAL	FAIRFAX COUNTY
DATE REVIEWED	05/29/2008
BY	01/11/08
APPROVED	AGENT
BOARD OF SUPERVISORS	FAIRFAX COUNTY
DATE	05/29/2008
BY	01/11/08
FOR OR BEFORE	

#10212 RICHMOND HIGHWAY
SHOWING VARIOUS EASEMENTS
AND A RIGHT OF WAY DEDICATION OH
THE PROPERTY LOCATED AT
(DEED BOOK 11614, PAGE 1390)
FAIRFAX COUNTY, VIRGINIA
MOUNT VERNON DISTRICT
SCALE: 1" = 40'
MAY 29, 2008

APPROVED
COUNTY OF FAIRFAX
LAND DEVELOPMENT SERVICES
BARTLEY DENNIS BETHAM
BY *George M. O'Quinn*
DATE *05/29/08*

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL SERVICES
LAND DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Department of Public Works and Environmental Services, Fairfax County, Virginia, this 29th day of May, 2008.



DOMINION Surveyors Inc.
8533 N. PARK TREE VILLAGE COURT
ALEXANDRIA, VIRGINIA 22309
703.419.4515
FAX 703.799.6412

Exhibit B

Index of Photographs

Photograph Label	Description
B-000001	The photo shows multiple piles of rusted and other debris
B-000002	The photo appears to show a rusting automobile suspension, a muffler, and scrap metal.
B-000003	The photo shows multiple partially buried tires and partially buried rusting metal pieces on the bank of and partially within the Creek.
B-000004	The photo shows at least two large piles of tires with at least 5 tires in each pile.
B-000005	The photo shows tires and debris piles in relation to the operating area of AAACO and the business's perimeter fence.
B-000006	The photo appears to show an entire automobile chassis partially buried in the embankment.
B-000007	The photo appears to show a vehicle axle within the creek's waters.
B-000008	The photo shows a tire submerged within the Creek's waters.
B-000009	The photo shows metal wheels, sheet metal, various rusting wheel parts.
B-000010	The photo appears to show concrete slab, rusting tires, auto seats, and a tire or wheel submerged in the Creek's waters.
B-000011	The photo appears to show rusted and contorted metal in varying states of decay.
B-000012	The photo appears to show a large pile of at least nine tires and a rusting auto frame.
B-000013	The photo shows polluted water flowing in and around the embankment.



B-000001



B-0000002



B-0000003



E-000004



B-000005







B-000009



B-003012